



OFFICE OF THE SHERIFF, LEE COUNTY
OPERATING ACCOUNT

SHERIFF MICHAEL SCOTT
14750 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33912-4406
TELEPHONE (239) 477-1311

SunTrust
FT. MYERS, FLORIDA

64-79
611

185426

DATE

01/20/2016

AMOUNT

*****4,995.00

PAY

** Four Thousand Nine Hundred Ninety Five Dollars and 00 Cents **

TO THE
ORDER
OF

HAWK ANALYTICS, INC
43200 BUSINESS PARK DRIVE #109
TEMECULA CA 92590

FILE COPY

ACCOUNTS PAYABLE-SUNTRUST BANK-ACCOUNT#6147147840154

14750 SIX MILE CYPRESS PARKWAY - FORT MYERS, FLORIDA 33912-4406 - TELEPHONE (239) 477-1311

HAWK ANALYTICS, INC

01/20/2016

3303-185426-159

Obligation	Description	Invoice	Po #	Vendor #	Amount
442468	CELLHAWK SUBSCRIPTION- TECH SE	12125	45093-40326	16386	4,995.00
	*** Total ***				4,995.00



43200 Business Park Drive, Suite 109
Temecula, CA 92590
951-365-2655
sales@hawkanalytics.com

Invoice

Invoice #:	12125
Date:	1/5/2016

Bill To

Lee County Sheriff's Office
20302 PURCHASING
14750 SIX MILE CYPRESS
FORT MYERS, FL 339124406

Ship To

Lee County Sheriff's Office
20302 PURCHASING
14750 SIX MILE CYPRESS
FORT MYERS, FL 339124406

P.O. Number**45093-40326**

Quantity	Item Code	Description	Price Each	Amount
1	CH-UNL	CellHawk - Annual Subscription - Unlimited Subscription Dates: 12 months Users: 5	4,995.00	4,995.00

Total**\$4,995.00**



OFFICE OF THE SHERIFF, LEE COUNTY
OPERATING ACCOUNT

SHERIFF MICHAEL SCOTT
14750 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33912-4408
TELEPHONE (239) 477-1311

SunTrust
FT. MYERS, FLORIDA

64-79
611

191795

DATE

AMOUNT

12/28/2016

*****4,995.00

** Four Thousand Nine Hundred Ninety Five Dollars and 00 Cents **

PAY

TO THE
ORDER
OF

HAWK ANALYTICS, INC
2652 FM 407, STE 215
BARTONVILLE TX 76226

FILE COPY

ACCOUNTS PAYABLE-SUNTRUST BANK-ACCOUNT#6147147840154

14750 SIX MILE CYPRESS PARKWAY - FORT MYERS, FLORIDA 33912-4408 - TELEPHONE (239) 477-1311

HAWK ANALYTICS, INC

12/28/2016

3498-191795-70

Obligation	Description	Invoice	Po #	Vendor #	Amount
458418	CELLHAWK SUBSCRIPTION	21785	55280-49432	16388	4,995.00
	*** Total ***				4,995.00

HAWK
ANALYTICS
2652 FM 407 Suite 215
Bartonville, TX 76226
+1 951 365 2655
sales@hawkanalytics.com

PO#
55280

INVOICE

Invoice #: INV21785

Issued Date: 12-14-2016

Purchase Order #:

Prepared For: Lee County (FL) Sheriff Office

Primary Contact: Myra Simmons

239-477-1124

MSimmons@sheriffleefl.org

Quantity	Description	List Price	Sub Total	Total
1.00	CellHawk Subscription - Unlimited TERM OF LICENSE AND SUBSCRIPTION: 12 months MAXIMUM NUMBER OF DETAIL RECORDS: UNLIMITED MAXIMUM NUMBER OF USERS: 5	4,995.00	4,995.00	4,995.00
Grand Total (USD)				4,995.00

Terms & Conditions:

By providing payment in response to this quote:

- You acknowledge having received, read & understood the Hawk Analytics Master Subscription Agreement updated on October 1, 2013.
- You agree to license and use the CellHawk web-based application (the Application) according to the terms set forth in the Agreement.

The Total Cost covers:

- Use of the Application
- All software upgrades & maintenance
- Unlimited technical support provided via phone and/or email

Acceptance of an Order by Hawk Analytics, Inc. is evidenced only by issuance to Customer of a userid and password that will permit access to the Application for the term indicated above.

RECEIVED
DEC 20 2016

FINANCE - OFFICE OF
THE SHERIFF - LEE COUNTY

Capt. [Signature] 9/11/16



OFFICE OF THE SHERIFF, LEE COUNTY
OPERATING ACCOUNT

SHERIFF MICHAEL SCOTT
14750 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33912-4408
TELEPHONE (239) 477-1311

SunTrust
FT. MYERS, FLORIDA

64-79
611

198349

DATE

01/17/2018

AMOUNT

*****4,995.00

** Four Thousand Nine Hundred Ninety Five Dollars and 00 Cents **

PAY

TO THE
ORDER
OF

HAWK ANALYTICS, INC
2652 FM 407, STE 215
BARTONVILLE TX 76226

FILE COPY

ACCOUNTS PAYABLE-SUNTRUST BANK-ACCOUNT#6147147840154

14750 SIX MILE CYPRESS PARKWAY - FORT MYERS, FLORIDA 33912-4408 - TELEPHONE (239) 477-1311

HAWK ANALYTICS, INC

01/17/2018

3695-198349-120

Obligation	Description	Invoice	Po #	Vendor #	Amount
475778	CELLHAWK SUB: 1/13/18-1/12/19	22084		16388	4,995.00
	*** Total ***				4,995.00

Mike Scott
Office of the Sheriff



State of Florida
County of Lee

DIRECT EXPENSE APPROVAL

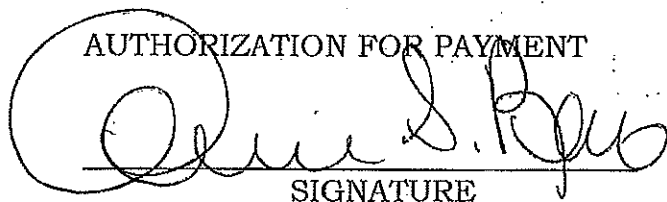
PLEASE PAY INVOICE: INV22084 DATED: 10/18/17
1/17/18

DESCRIPTION: CellHawk Subscription Unlimited

AMOUNT: \$4,995.00

PAYABLE TO: Hawk Analytics VENDOR#: 1638f

AUTHORIZATION FOR PAYMENT


SIGNATURE

1/17/18
DATE

Annmarie Reno
PRINT NAME

Administration
DIVISION

001 521 4649 02 313 03
ACCOUNT CODE



HAWK
ANALYTICS
2652 FM 407 Suite 215-E
Bartonville, TX 76226
(469) 373-HAWK
sales@hawkanalytics.com

INVOICE

Invoice #: INV22084
Issued Date: 10-18-2017
Purchase Order #: N/A

Prepared For: Lee County (FL) Sheriff's Office

Primary Contact: Myra Simmons

MSimmons@sheriffleefi.org

Quantity	Description	List Price	Sub Total	Total
1.00	CellHawk Subscription - Unlimited TERM OF LICENSE AND SUBSCRIPTION: 12 months MAXIMUM NUMBER OF DETAIL RECORDS: UNLIMITED MAXIMUM NUMBER OF USERS: 5 1/13/18 to 1/12/19	4,995.00	4,995.00	4,995.00
Grand Total (USD)				4,995.00

Terms & Conditions:

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- You agree to license and use the CellHawk web-based application (the Application) according to the terms set forth in the Agreement.

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- Use of the Application
- All software upgrades & maintenance
- Unlimited technical support provided via phone and/or email

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APPROVED
[Signature]
10/26/17

RECEIVED

JAN 17 2018

FINANCE
OFFICE OF THE SHERIFF
LEE COUNTY

HAWK
ANALYTICS
2652 FM 407 Suite 215-E
Bartonville, TX 76226
(469) 373-HAWK
sales@hawkanalytics.com

INVOICE

Invoice #: INV22084
Issued Date: 10-18-2017
Purchase Order #: N/A

Prepared For: Lee County (FL) Sheriff's Office

Primary Contact: Myra Simmons

MSimmons@sheriffleefl.org

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Grand Total (USD)				4,995.00

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APPROVED
[Signature]
10/26/17



Master Subscription Agreement

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY ACCEPTING THIS AGREEMENT YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on March 1, 2017. It is effective between You and Us as of the date of You accepting this Agreement.

1. DEFINITIONS

"**Agreement**" means this Master Subscription Agreement.

"**Documentation**" means Our online user guides, documentation, and help and training materials, as updated from time to time, accessible via our website (hawkanalytics.com) or login to the applicable Service.

"**Order Form**" means an ordering document specifying the Service(s) to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto.

"**Purchased Services**" means Services that You purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

"**Services**" means the products and services that are ordered by You under a free trial or an Order Form and made available online by Us, including associated offline components, as described in the Documentation.

"**User**" means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password.

"**We**," "**Us**" or "**Our**" means Hawk Analytics, a Texas corporation.

"**You**" or "**Your**" means the company or other legal entity for which you are accepting this Agreement.

"**Your Data**" means electronic data and information submitted by or for You to the Services or collected and processed by or for You using the Services.

2. FREE TRIAL

If You register on our website for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by You for such Service(s). Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL BEFORE THE END OF THE TRIAL PERIOD.

DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

3. OUR RESPONSIBILITIES 3.1. Provision of Purchased Services. We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give at least 8 hours electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, or denial of service attack.

3.2. Protection of Your Data. We will use commercially reasonable administrative, physical, and technical efforts to protect the security, confidentiality and integrity of Your Data.

4. USE OF SERVICES 4.1. Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Us promptly of any such unauthorized access or use, and (d) use Services only in accordance with the Documentation and applicable laws and government regulations.

4.2. Usage Restrictions. You will not (a) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere with or disrupt the integrity or performance of any Service, (e) attempt to gain unauthorized access to any Service or its related systems or networks, (f) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, (g) copy a Service or any part, feature, function or user interface thereof, (h) frame or mirror any part of any Service, or (i) access any Service in order to build a competitive product or service, or (j) reverse engineer any Service (to the extent such restriction is permitted by law).

5. PROPRIETARY RIGHTS AND LICENSES 5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. License by You to Use Feedback. You grant to Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

6. CONFIDENTIALITY 6.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the

confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its legal counsel or accountants will remain responsible for such legal counsel's or accountant's compliance with this Section 6.2.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. REPRESENTATIONS AND DISCLAIMERS 7.1. **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8. INDEMNIFICATION & LIMITATION OF LIABILITY 8.1. **Indemnification.** You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of any Service in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "**Claim Against Us**"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

8.2. **Limitation of Liability.** BOTH PARTIES' LIABILITY FOR DAMAGES RELATED TO THIS AGREEMENT SHALL BE LIMITED TO MONETARY DAMAGES. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

8.3. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERM AND TERMINATION 9.1. **Term of Agreement.** This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

9.2. **Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.3. **Your Data Portability and Deletion.** After the effective date of termination or expiration of this Agreement, We will have no obligation to maintain or provide Your Data.

9.4. **Surviving Provisions.** 5 (Proprietary Rights and Licenses), 6 (Confidentiality), 7.2 (Disclaimers), 8 (Indemnification & Limitation of Liability), 9.3 (Your Data Portability and Deletion), 10 (Notices, Governing Law and Jurisdiction) and 11 (General Provisions) will survive any termination or expiration of this Agreement.

10. NOTICES, GOVERNING LAW AND JURISDICTION 10.1. **Notice.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and delivered personally (effective upon receipt) or sent by nationally recognized overnight delivery service (effective one (1) business day after delivery to such delivery service), or by confirmed telecopy/facsimile (effective upon receipt) to the addresses of the parties set forth below or at any other address as that party may later designate by written notice to the other party:

10.2. Governing Law & Jurisdiction. The substantive laws (as distinguished from the choice of law rules) of the State of Texas shall govern the validity and interpretation of this Agreement and the performance by the parties of their respective duties and obligations hereunder without regard to any conflict of laws principles that would result in the application of another jurisdiction's laws. Any action or claim brought hereunder shall be brought in the federal or state courts in Denton County, TX.

Us: Hawk Analytics, Inc. **You:** As specified in the applicable Order Form
2652 FM 407
Suite 215-E
Bartonville, TX 76226

11. GENERAL PROVISIONS 11.1. **Entire Agreement.** This Agreement is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

11.2. Amendments. No provision of this Agreement may be amended except by the written agreement of both parties.

11.3. Order of Precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

11.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.6. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

11.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.



43200 Business Park Dr #109
Temecula, CA 92590
+1 951 365 2655
sales@hawkanalytics.com

Quote

Quote #: QUO1293
Issued Date: 12-31-2015
Valid Until: 01-31-2016

Prepared For: Lee County Sheriff Office FL

Primary Contact: Myra Simmons
239-477-1124
MSimmons@sheriffleefl.org

Quantity	Text	List Price	Sub Total	Total
1.00	CellHawk Subscription - Unlimited TERM OF LICENSE AND SUBSCRIPTION: 12 months MAXIMUM NUMBER OF DETAIL RECORDS: UNLIMITED MAXIMUM NUMBER OF USERS: 5	4,995.00	4,995.00	4,995.00
Grand Total (USD)				4,995.00

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- Use of the Application
- All software upgrades & maintenance
- Unlimited technical support provided via phone and/or email

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Master Subscription Agreement

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"Services" means the products and services that are ordered by You under a free trial or an Order Form and made available online by Us, including associated offline components, as described in the Documentation.

"User" means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password.

"We," "Us" or "Our" means Hawk Analytics, a California corporation.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement.

"Your Data" means electronic data and information submitted by or for You to the Services or collected and processed by or for You using the Services.

2. FREE TRIAL

If You register on our website for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by You for such Service(s). Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL BEFORE THE END OF THE TRIAL PERIOD.

DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

3. OUR RESPONSIBILITIES

3.1. Provision of Purchased Services. We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give at least 8 hours electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, or denial of service attack.

3.2. Protection of Your Data. We will use commercially reasonable administrative, physical, and technical efforts to protect the security, confidentiality and integrity of Your Data.

4. USE OF SERVICES

4.1. Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Us promptly of any such unauthorized access or use, and (d) use Services only in accordance with the Documentation and applicable laws and government regulations.

4.2. Usage Restrictions. You will not (a) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere with or disrupt the integrity or performance of any Service, (e) attempt to gain unauthorized access to any Service or its related systems or networks, (f) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, (g) copy a Service or any part, feature, function or user interface thereof, (h) frame or mirror any part of any Service, or (i) access any Service in order to build a competitive product or service, or (j) reverse engineer any Service (to the extent such restriction is permitted by law).

5. PROPRIETARY RIGHTS AND LICENSES

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. License by You to Use Feedback. You grant to Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

6. CONFIDENTIALITY

6.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its legal counsel or accountants will remain responsible for such legal counsel's or accountant's compliance with this Section 6.2.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. REPRESENTATIONS AND DISCLAIMERS

7.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8. INDEMNIFICATION & LIMITATION OF LIABILITY

8.1. Indemnification. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of any Service in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Us"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

8.2. Limitation of Liability. BOTH PARTIES' LIABILITY FOR DAMAGES RELATED TO THIS AGREEMENT SHALL BE LIMITED TO MONETARY DAMAGES. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

8.3. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERM AND TERMINATION

9.1. Term of Agreement. This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

9.2. Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.3. Your Data Portability and Deletion. After the effective date of termination or expiration of this Agreement, We will have no obligation to maintain or provide Your Data.

9.4. Surviving Provisions. 5 (Proprietary Rights and Licenses), 6 (Confidentiality), 7.2 (Disclaimers), 8 (Indemnification & Limitation of Liability), 9.3 (You're Data Portability and Deletion), 10 (Notices, Governing Law and Jurisdiction) and 11 (General Provisions) will survive any termination or expiration of this Agreement.

10. NOTICES, GOVERNING LAW AND JURISDICTION

10.1. Notice. Any notices which either party may desire to give to the other party under this Agreement must be in writing and delivered personally (effective upon receipt) or sent by nationally recognized overnight delivery service (effective one (1) business day after delivery to such delivery service), or by confirmed telecopy/facsimile (effective upon receipt) to the addresses of the parties set forth below or at any other address as that party may later designate by written notice to the other party:

Us: Hawk Analytics, Inc.
43200 Business Park Dr
Suite 109
Temecula, CA 92590

You: As specified in the applicable Order Form

10.2. Governing Law & Jurisdiction. The substantive laws (as distinguished from the choice of law rules) of the State of California shall govern the validity and interpretation of this Agreement and the performance by the parties of their respective duties and obligations hereunder without regard to any conflict of laws principles that would result in the application of another jurisdiction's laws. Any action or claim brought hereunder shall be brought in the federal or state courts in Riverside County, CA.

11. GENERAL PROVISIONS

11.1. Entire Agreement. This Agreement is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

11.2. Amendments. No provision of this Agreement may be amended except by the written agreement of both parties.

11.3. Order of Precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

11.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.6. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

11.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

Approved as to Form

Chief Legal Counsel
Lee County Sheriff's Office

Date approved

01/04/16

Traurig, Shelley

From: Contract Insight Alerts <contracts@sheriffleefl.org>
Sent: Friday, January 12, 2018 10:12 AM
To: Traurig, Shelley
Cc: Connell, Laura; Fahey, Sharon; Salters, Tiffany; Thrower, Tara
Subject: Request Reference: RequestID|302| Hawk Analytics on behalf of lconnell@sheriffleefl.org

Good morning,

There seems to be some confusion with this one. At your earliest possible convenience, will you please let me know the status and if there is anything further I need to do. Thank you in advance.

If you need assistance, please contact the sender lconnell@sheriffleefl.org of this message.

*please
Tara link
Contract
302*

To: creno@sheriffleeil.org, wkmurphy@sheriffleeil.org
Cc: straug@sheriffleeil.org
From: contract@sheriffleeil.org (Contract Insight Alerts)
Subject: CellHawk - Contract Message Reference: ContractID [728] on behalf of straug@sheriffleeil.org
Body:

Good morning,

We received this one to put into the contract management software and it appears to be expired. If there is a renewal, please send it over. If this is no longer used, please advise so it can be marked inactive.

Thank you,
Shelley
Ext 1048

Delete Email Sent from Record

Internal 10/25/2017 8:05:41 AM Shelley

If you need assistance, please contact the sender straug@sheriffleeil.org of this message.
File: Hawks Analytics Master Subscription Agreement Software forMCU.pdf [10/25/2017 8:02:38 AM]

Note: when editing the notes, the edited text will be displayed in the notes text editor above.